SINGAPORE REPORTS

SUNTOSO JACOB v. KONG MIAO MING

[C.A. (Wee Chong Jin C.J., Sinnathuray & Thean JJ.) January 24, 1986]

[Singapore — Civil Appeal No. 45 of 1984]

Equity and Trust — Transfer of shares — No consideration — Trust — Deception on public administration — Court will not aid.

Shipping — Registration of ships in Singapore — Ships owned by Singapore company — When foreign-owned — Guidelines — Transfer of shares — Deception on Registrar of Ships — Merchant Shipping Act (Cap. 172), s. 369.

The appellant, an Indonesian, and the respondent, a Singaporean, were shareholders and directors of a Singapore incorporated company called ASPA Shipyard ("the Company"). Out of the 200,000 shares of $1.00 each issued and fully paid, 190,000 shares were initially held by the appellant and 10,000 shares by the respondent. In 1980, the appellant negotiated for the purchase of a tug boat intended to be owned by the Company. At that time, under the administrative guidelines laid down by the Registrar of Ships, Singapore, foreign-owned ships would not be accepted for registration and where a vessel was owned by a company incorporated in Singapore, it would be considered foreign-owned if half or more of the issued shares of the company were owned by foreigners. It was agreed that the appellant would transfer to the respondent 92,000 shares of the Company ("the said Shares') which the respondent would hold on trust for the appellant. The said Shares accordingly became registered in the name of the respondent who thus became the registered owner of more than half of the issued shares of the Company. The respondent had in December 1980 signed a blank transfer of the said Shares and when he refused to deliver the share certificate as requested by the appellant for transfer to the appellant's nominee, the appellant brought these proceedings against the respondent and the Company, seeking a declaration that the respondent was not entitled to the said Shares and that he held them only as trustee for the appellant.

Held, affirming the decision of the learned trial judge (see [1984] 2 M.L.J. 95) and dismissing the appeal with costs: (1) the appellant in transferring the said Shares to the respondent without any payment by the latter had practised a deception on the public administration. The part played by the appellant in this deception had soiled his hands and he could hardly expect the Court to give effect to and enforce the trust in his favour;

(2) even if the guidelines were *ultra vires*, the appellant was nevertheless not justified in resorting to a deception to achieve his end.

Cases referred to:

(1) *Palaniappa Chettiar* v. *Arunasalam Chettiar* [1962] M.L.J. 143.
(2) *Holman* v. *Johnson* (1775) 1 Cowp. 341, 343; (1775) 98 E.R. 1120.
(3) *Bowmakers Ltd.* v. *Barnet Instruments, Ltd.* [1945] 1 K.B. 65.
(4) *Sajan Singh* v. *Sardara Ali* [1960] M.L.J. 52.
(5) *Amar Singh* v. *Kulubya* [1964] A.C. 142.
(6) *Alexander* v. *Rayson* [1936] 1 K.B. 169.
(7) *Haigh* v. *Kaye* (1872) 1.R. 7 Ch. App. 469.
(8) *Groves* v. *Groves* (1829) 3 Y. & J. 163; 148 E.R. 1136.

COURT OF APPEAL.

Nigel Hague Q.C. (*Miss Molly Lim* with him) for the appellant.

Lim Chor Pee (*Miss Cheah Swee Gim* with him) for the respondent.

Cur. Adv. Vult.

Thean J. (delivering the Judgment of the Court): The appellant, an Indonesian, and the respondent, a Singaporean, are shareholders and directors of ASPA Shipyard Pte. Ltd. ("the Company"). The company was incorporated in Singapore on May 14, 1974 and has an authorised capital of $2,000,000 divided into 2,000,000 shares of $1 each, of which 200,000 shares have been issued and are fully paid. Initially, the 200,000 shares were held as to 190,000 shares by the appellant and 10,000 shares by the respondent. According to the appellant, the funds for the entire issued share capital were provided by him and the 10,000 shares were given by him to the respondent, who was essentially his assistant. Soon after its incorporation, the Company purchased office premises at the International Plaza, Anson Road, including the premises where it presently carries on business, namely, Unit 816-817, 8th floor, International Plaza, Anson Road, Singapore 0207, and also other properties, including shares in quoted companies and a motor vehicle. The funds for the purchase of all these properties came from the company's capital and loans from financial institutions and from the appellant himself.

Sometime in February 1980, the appellant negotiated for the purchase of a twin-screw tug boat of 3,000 BHP known as "Hanzan Maru" in Japan. He intended the vessel to be owned by the Company, and thereafter to be chartered to a company in Indonesia, which in turn would charter it to Pertamina. He instructed the respondent to obtain a loan on behalf of the company to finance partly the purchase of the vessel and was informed that the lender, a finance company, required the registration of the vessel as a Singapore ship. He therefore asked the respondent to put in process the registration of the vessel in

Singapore in the name of the Company. In attempting to carry out this task, the respondent met with one obstacle. At that time, under the administrative guidelines laid down by the Registrar of Ships, Singapore, certain vessels, such as the vessel acquired by the appellant, would not be accepted for registration as Singapore ships if they were foreign-owned, and where a vessel was owned by a company incorporated in Singapore, it would be considered as foreign-owned if half or more of the issued shares of the company were owned by foreigners. As the majority of the shares of the company was owned by the appellant, the vessel, if it was to be owned by the Company, would be considered as foreign-owned and therefore would not be accepted for registration as a Singapore ship. The appellant was informed of this requirement by the respondent. It was then agreed between them that the appellant would transfer to the respondent 92,000 shares of the Company ("the said Shares") which the respondent would hold on trust for the appellant. Accordingly, the said Shares were transferred to the respondent who became the registered owner of more than half of the issued shares of the Company. The vessel, which by then had its name changed to "Tridaya Baruna X", was ultimately registered under the Singapore flag in the name of the Company. The loan for financing partly the purchase of the vessel was obtained from Sim Lim Finance Limited on the security of the vessel and two units of office premises at the International Plaza. The vessel was then chartered to an Indonesian company known as P T Aspa Shipping which in turn chartered it to Pertamina.

In early December 1980, the respondent executed a blank transfer of the said shares and also signed a board resolution approving the said transfer, and he delivered both the documents to the appellant. By the end of May 1981 or thereabout the loan borrowed from Sim Lim Finance Limited had been repaid in full and the appellant decided to have the said shares transferred to another nominee, Madam Chong Mui Hong, a Singaporean. He therefore caused the blank transfer to be completed and executed by Madam Chong; it was then dated June 15, 1981 and was submitted together with the board resolution to the secretary of the Company for registration. However, the certificate relating to the said shares was still in the possession of the respondent who then refused to deliver it to the secretary to effect the registration of the transfer. The respondent maintained that he was the legal and beneficial owner of all the said shares and had never agreed to transfer them to Madam Chong or any other person. The appellant thereupon initiated the present proceedings against the respondent joining the Company as a party and claiming, *inter alia,* a declaration that the respondent was not entitled to the said shares and that he held them only as trustee for the appellant.

In his statement of claim the plaintiff founded his claim for the said shares on an express trust; he pleaded that he transferred the said shares to the respondent without any consideration on the express understanding that the respondent was to hold them on trust for him (the appellant) and at the latter's request to re-transfer the said shares to him or any other party as and when called upon or directed by the appellant to do so. The respondent denied the trust in his defence and averred that the said shares were sold to him and he had paid for the same, and that the sale was to enable the company to own the vessel under the Singapore flag. No plea of illegality of or in connection with the transfer of the said shares was raised in the pleadings.

The case was heard before Lai Kew Chai, J. In the course of the trial counsel for the respondent indicated to the learned Judge that if it was found that the said shares were transferred to the respondent on trust for the appellant there would be a further issue whether the transfer was made to deceive the public administration of Singapore, namely: the registrar of ships. The appellant was then cross-examined as to the circumstances surrounding the transfer of the said shares. Evidence then emerged that the transfer was to show to the Registrar of Ships that more than 50% of the said shares of the company were owned by a Singapore citizen. At the conclusion of the trial, the learned Judge found that the respondent did not pay or provide any consideration for the said shares transferred to him; however he dismissed the claim on the ground that the appellant had practised a deception on the Registrar of Ships, Singapore, and that the Court would not lend its aid to a person who founded his claim on an illegal act. The learned Judge said:

> "The Plaintiff himself admitted that the true ownership of the said Shares had to be kept away from the Registrar of Singapore Ships in order to obtain registration. I am satisfied on the evidence that the Plaintiff had transferred the said Shares to the First Defendant in order that the Registrar of Singapore Ships would get a false picture. Although the First Defendant had alone signed the registration papers containing the false representation, it was all done with the knowledge and consent of the Plaintiff.

The Plaintiff is therefore confronted with the principle stated a long time ago by Lord Mansfield: 'No court will lend its aid to a man who founds his cause of action upon an immoral or an illegal act.' see *Holman* v. *Johnson* [1775], 1 Cowper, 343. A similar situation had arisen in *Palaniappa Chettiar* v. *Arunasalam Chettiar* [1962] 28 M.L.J. 143. I have no doubt that the Plaintiff had practised a deception on the Registrar of Singapore Ships. To the Plaintiff, I have to say: 'Let the said Shares lie where they fall.'"

Against that decision this appeal is now brought.

Before the learned Judge the case of the appellant was presented on the basis that the said shares were transferred to the respondent without any consideration on the express understanding that the respondent was to hold them on trust for the appellant. It was disclosed in evidence, and the learned Judge so found, that the purpose of the transfer of the said shares to the respondent was to deceive the Registrar of Ships into believing that more than 50% of the shares of the company were held by a Singapore citizen. In that situation obviously the court would not lend its aid to enforce the trust, and the case is in line with the decision in *Palaniappa Chettiar* v. *Arunasalam Chettiar.*[1] There a father transferred to his son without consideration 40 acres of a rubber plantation with a view to avoiding the Rubber Regulations then in force in Malaysia and thereafter sought to recover from his son what had been transferred. It was there found by the trial judge that the transfer by the father to the son was made to deceive the public administration of the country. The Privy Council held that the father in order to succeed in his claim had not only to prove that the property was transferred to his son without any consideration but also to rebut the presumption of advancement in favour of his son in respect of the property and he could only succeed in discharging these burdens by disclosing in the proceedings that he had practised a deceit on the public administration and the courts would not lend their aid to the father to recover the property. Lord Denning in delivering the judgment of the Board said, at p.145:

"In these circumstances it was essential for the father to put forward a convincing explanation why the transfer took the form it did, and the explanation that he gave disclosed that he made the transfer for a fraudulent purpose, namely, to deceive the public administration into thinking that he only held 99 acres of land and his son 40 acres, whereas in truth he himself meant to hold the whole 139 acres. Once this disclosure was made by the father, the courts were bound to take notice of it, even though the son had not pleaded it: see *Scott* v. *Brown, Doering, McNab & Co.* [1892] 2 Q.B. 724."

Before us the case of the appellant was presented slightly differently. Mr. Hague on behalf of the appellant accepted all the findings of fact made by the learned Judge. However, he contended that the principle: "No Court will lend its aid to a man who founds his cause of action upon an immoral or an illegal act" (per Lord Mansfield in *Holman* v. *Johnson*[2]) was not applicable as the appellant was not founding his claim on an illegal or immoral act. He submitted that on the finding of the learned Judge that respondent did not pay any consideration for the transfer of the said shares a resulting trust of the said shares arose in favour of the appellant. The appellant's case was based on the resulting trust by virtue of that voluntary transfer and the trust was not tainted with any illegality. Mr. Hague sought to distinguish the instant case from *Palaniappa Chettiar* v. *Arunasalam Chettiar* in this way. There the father's claim failed because he had to rebut the presumption of advancement in favour of his son, and could only do so by reliance on the purpose of the transfer which was to deceive the public administration. Here, not only was there no such presumption but there was a presumption of resulting trust in favour of the appellant by virtue of the voluntary transfer. Next, Mr. Hague argued that the appellant had, in addition, an independent right to a transfer of the said shares to his nominee, Madam Chong Mui Hong, by virtue of the blank share transfer and the board resolution approving the transfer, both signed by the respondent. On the basis of these documents, and particularly the transfer, the respondent is a trustee of the said shares for the appellant. Here again, the appellant is not relying on the antecedent transaction to found his claim against the respondent.

These arguments of Mr. Hague went beyond what was pleaded in the statement of claim. The claim of the appellant as pleaded was founded on an express understanding that the respondent was to hold the said shares on trust for the appellant. There were no alternative pleas for the claims founded on (i) the resulting trust and (ii) the blank transfer and the board resolution. However, the facts in support of such claims have been pleaded, and if this is the only defect it can be easily cured or rectified by appropriate amendments of the statement of claim. Unfortunately, there are difficulties more substantive in the way of the appellant's case.

Mr. Hague based his arguments on a broad proposition which, if we may paraphrase it, is as follows: where a person has parted with or has

been deprived of his property pursuant to or as a result of an illegal contract entered into by him he can recover his property, provided that in seeking to recover it he is relying on an independent right and not on the illegal contract. In support of his arguments he relied on *Bowmakers Limited* v. *Barnet Instruments, Limited*[3] and *Sajan Singh* v. *Sardara Ali.*[4] We are not in disagreement with him on this proposition, but the cases cited merit examination in a little detail. In *Bowmakers, Limited* v. *Barnet Instrument, Limited,* the plaintiffs as owners of certain machine tools hired them by three hire purchase agreements to the defendants, who subsequently converted them to their use. On being sued by the plaintiffs for damages for conversion the defendants alleged that the hire purchase agreements were in contravention of certain Orders made under the Defence (General) Regulations, 1939 and were therefore unenforceable. Croom-Johnson J. who tried the case held that there was no illegality at all and gave judgment for the plaintiffs. On appeal, the Court of Appeal held that assuming that the hire purchase agreements were illegal the plaintiffs were not relying on those agreements at all but on their ownership of the machine tools, and dismissed the appeal. In delivering the judgment of the Court, du Parcq L.J. said, at p.71:

"In our opinion, a man's right to possess his own chattels will as a general rule be enforced against one who, without any claim of right, is detaining them, or has converted them to his own use, even though it may appear either from the pleadings, or in the course of the trial, that the chattels in question came into the defendant's possession by reason of an illegal contract between himself and the plaintiff, provided that the plaintiff does not seek, and is not forced, either to found his claim on the illegal contract or to plead its illegality in order to support his claim."

In *Sajan Singh* v. *Sardara Ali (supra)* the plaintiff was the owner of a motor lorry and operated it for his own account. But the vehicle was registered in the name of the defendant and the haulage permit for the operation thereof was also in the name of the defendant, because the plaintiff could not obtain such a permit from the authority. This method of operation of the motor lorry was carried out in pursuance of an arrangement previously made between them and was illegal under the laws in Malaysia. Subsequently, the plaintiff and the defendant fell out; the defendant then took the stand that the lorry belonged to him and that the plaintiff was merely his driver. He took possession of the lorry, whereupon the plaintiff initiated legal proceedings claiming for the lorry. It was held by the Privy Council that the plaintiff was entitled to a claim in detinue and also a claim in trespass. The plaintiff was relying on his right of ownership of the lorry and not on the illegal contract; as such owner, he had the right to the property. Lord Denning in delivering the judgment of the Board said, at p.177:

"In this case, on the facts pleaded and the findings of the trial judge, the plaintiff had a clear cause of action. He had actual possession of the lorry at the moment when the defendant seized it. Despite the illegality of the contract, the property had passed to him by the sale and delivery of the lorry: compare *Bowmakers Ltd.* v. *Barnet Instruments Ltd.* [1945] K.B. 65 referred to above. When he commenced this action, he had the right to immediate possession. Their Lordships think that in these circumstances he had a claim in detinue. But he had also, as the Court of Appeal has found, a clear claim in trespass."

A similar situation arose in *Amar Singh* v. *Kulubya*[5] (which was an appeal from the Court of Appeal for Eastern Africa). There, the plaintiff, an African, was the registered proprietor of certain "Mailo" land and by three agreements he purported to lease the land to the defendant, who was a non-African, without the consents of certain authorities which were legally required to be obtained. Such agreements were in contravention of the legislation relating to "Mailo" lands and were illegal. However, pursuant to these agreements the defendant was put in possession of the land. Thereafter consents were applied for and were refused. Subsequently, the plaintiff sought to recover possession of the land, resting his claim on his ownership of the land and not on the illegal agreements. He abandoned his claim for rent and mesne profits. The Privy Council held that as the claim was based on his right of ownership he, the plaintiff, could recover possession of the land. Lord Morris of Borth-y-Gest in delivering the judgment of the Board said, at p.150:

"Although, as has been seen, the plaintiff set out in his plaint that he had entered into agreements to lease the plots of land to the defendant, his right to claim possession did not depend upon those agreements. His claim was in the end based independently of those agreements. Though the plaintiff did in his plaint claim mesne profits and damages, he later abandoned those claims and at the trial he made no claim for rent or for mesne profits. He was able to rest his claim upon his registered ownership of the property."

In all the three cases, the plaintiffs were not relying on the illegal agreements which they had entered into but on their rights of ownership of the properties concerned; such rights subsisted independently of the illegal agreements. In the instant case, however, the position is different. The appellant's claim is not based on any in-

dependent right of ownership of the said shares; like the father in the *Chettiar's* case he had transferred the property to the transferee on the understanding that the latter was to hold it on trust for him. To recover the property he has to rely on the trust created in his favour and in so doing the illegal purpose of the transfer that gave rise to the trust emerged. Even if the appellant is relying on the resulting trust of the said Shares by virtue of the transfer thereof to the respondent without any payment, the unlawful purpose of the transfer cannot be ignored. It is too artificial to sever the purpose from the transaction, i.e. the transfer of the said shares to the Respondent without any payment, and look at only the transaction in isolation and say that it was not tainted by the unlawful purpose. The intention of the parties and the purpose of the transaction are clearly relevant. Where a transaction which on the face of it is lawful is entered into for an unlawful purpose or to achieve an unlawful end, the transaction is tainted with illegality and is unenforceable. In *Alexander* v. *Rayson*[6] the Court of Appeal in England said:

"But it often happens that an agreement which in itself is not unlawful is made with the intention of one or both parties to make use of the subject matter for an unlawful purpose, that is to say a purpose that is illegal, immoral or contrary to public policy. The most common instance of this is an agreement for the sale or letting of an object, where the agreement is unobjectionable on the face of it, but where the intention of both or one of the parties is that the object shall be used by the purchaser or hirer for an unlawful purpose. In such a case any party to the agreement who had the unlawful intention is precluded from suing upon it. *Ex turpi causa non oritur actio.* The action does not lie because the Court will not lend its help to such a plaintiff. Many instances of this are to be found in the books."

In that case a landlord entered into a lease and an agreement with his tenant of certain premises. The intention of the landlord was to disclose only the lease to the rating authority and to suppress the agreement which provided for payment to him of a higher amount of service charges than that in the lease; the object clearly was to defraud the rating authority. The Court of Appeal held that both the lease and the agreement were enforceable and said, at pp. 188 and 189:

"So in the present case, it was the formulation of the translation of the transaction in a particular way by means of the lease and agreement, and not the subject-matter of the transaction, of which an illegal use to be made. In one sense, no doubt, it may be said that the plaintiff intended to use only the lease for an unlawful purpose, and not to use, but to conceal, the agreement. In reality there was only one transaction between the parties. The splitting of it up into two documents was a device essential for the success of the plaintiff's fraud and both documents must be regarded as equally fraudulent in purpose.

For these reasons we are of opinion that the plaintiff is not entitled to seek the assistance of a court of justice in enforcing either the lease or the agreement."

On the point that the blank transfer of the said shares and the board resolution gave an independent right to the appellant to ask for a transfer of the said shares, we can find no authority in support; and none have been cited by Mr. Hague. It seems to us that the blank transfer and the board resolution alone cannot found a right to call for a transfer of the said shares from the respondent. Again, they cannot be viewed in isolation. They were signed by the respondent pursuant to or in furtherance of the understanding made between the appellant and the respondent, namely: the the said shares transferred to the respondent were to be held on trust for the appellant and that the respondent would retransfer the same to the appellant or his nominee as and when directed by the appellant; and the purpose was, as the learned judge found, to practise a deceit on the Registrar of Ships.

Before we proceed to the next point, a word must be said of the case of *Haigh* v. *Kaye*[7]. Mr. Hague relied on this case, contending that the facts in the instant case were indistinguishable from those in that case. There the plaintiff conveyed an estate to the defendant without consideration, though the conveyance was expressed to be made in consideration of a sum of money paid by the defendant. The plaintiff alleged that the defendant held the property in trust for him and claimed for an account of the rents and profits and the return of the property. The defendant admitted that no money was paid for the property conveyed to him but averred, *inter alia,* that at that time the plaintiff fearing that an adverse decision in a pending suit would come about conveyed the property to him. The Court held that the defendant had not raised in his pleadings sufficiently that the transaction was an illegal and fraudulent transaction. James, L.J. said at p.473:

"However the Defendant has not raised that defence in the way in which, according to my judgment, such a defence ought to be raised. If a defendant means to say that he claims to hold property given to him for an immoral purpose, in violation of all honour and honesty, he must say so in plain terms, and must clearly put forward his own scoundrelism if he means to reap the benefit of it. Here he has simply said that the Plaintiff, fearing an adverse decision in the suit of *Haigh* v. *Haigh*, conveyed the property to him. I think that is not sufficient."

That was all that was decided in that case on the issue of illegality; it turned mainly on the inadequacy of the pleadings by the defendant. It is therefore not an authority in support of the appellant's case.

There is one further difficulty in the way of the appellant's case which is even more formidable and seems to us to be insurmountable. And it is this. The appellant's claim that the respondent held the said shares on trust for him – whether on the basis of a resulting trust arising in his favour by reason of the voluntary transfer or on the basis of the blank share transfer and the board resolution – is one founded on equity. In seeking the assistance of the Courts to enforce this equity, the appellant must come with clean hands; one of the maxims of equity is that he who comes into equity must come with clean hands. In this connection, it is necessary to examine the past conduct of the appellant immediately antecedent to the transaction that gave rise to the trust; plainly on his past conduct the appellant fails to satisfy the test required of him in equity. On the finding of fact of the learned Judge, which Mr. Hague accepted without reserve, the appellant in transferring the said shares to the respondent without any payment by the latter had practised a deception on the public administration. The part played by him in this deception had soiled his hands and he can hardly except the Court to give effect to and enforce the trust in his favour. In *Groves* v. *Groves*[8] the plaintiff alleged that the property in question was conveyed without consideration to a grantee and claimed for the return thereof, basing his claim on a resulting trust arising by operation of law. The claim was dismissed on the ground, *inter alia,* that the original conveyance was made for an illegal purpose. The Lord Chief Baron on this point said, at p. 174 [148 E.R. p. 1141]:

"When a grantor, so far as he can, completes the transaction for an illegal purpose, and leaves it in the power of the grantee, during his whole life, to make, at his pleasure, the illegal use of the gift originally intended, he deserves all the consequences attached to the illegality of his act. If the crime is not completed, the merit is not his, and therefore, in such a case, I should not think myself bound to relieve him, against the heir of the grantee. The plaintiff asks for equity and does not come with clean hands to receive it."

Lastly, Mr. Hague argued that the administrative guidelines of the Registrar of Ships, Singapore, were in direct conflict with Section 369 of the Merchant Shipping Act (Cap. 172) at the relevant time and the company was entitled under the Act to have the vessel registered whether or not its majority shareholding was vested in Singaporeans. The short answer to this is that even if the guidelines were *ultra vires,* the appellant was nevertheless not justified in resorting to a deception to achieve his end. We agree entirely with the view of the learned Judge that in such an event he ought to have pursued his legal remedies by an appropriate procedure.

Accordingly, the appeal is dismissed with costs. There will be the usual consequential order for payment to the respondent or his solicitor of the amount paid into Court by the appellant as security for costs of the respondent.

Appeal dismissed.

Solicitors: *Chung & Co.; Chor Pee & Co.*

CHAN HENG WAH & ANOR. v. PEH THIAM CHOH & ANOR.

[O.C.J. (Chua J.) September 3, 1985]

[Singapore – Suit No. 1189 of 1982]

Damages – Quantum – Fatal accident – Deceased a medical undergraduate – Lost years claim allowed – Civil Law Act (Cap. 30), s.8 – Law Reform (Miscellaneous Provisions) Act 1934 (U.K.), s.1.

Damages – Lost years – Method of calculation discussed.

The deceased Chan Sui Keng, a twenty-year old second year medical student in the University of Singapore, was killed when the car in which she was travelling and driven by her brother collided with a taxi driven by the first defendant. The deceased's father as administrator of the deceased's estate (first plaintiff) claimed damages for lost years. The father (second plaintiff) also claimed special damages for the loss of the use of his car. The defendants admitted liability (90% in respect of the first defendant and 10% of the second defendant). Both parties agreed on quantum of damages with respect to loss of expectation of life ($6,500), funeral expenses ($3,000) and loss of the use of the car ($600).

The deceased had only completed her first year examinations to qualify as a doctor.

The court had to decide the quantum of the claim by the Estate for "lost years" which section 8 of the Civil law Act (Cap. 30) entitles the Estate to claim by virtue of the case of *Gammel* v. *Wilson.*[1]

Held; (1) to the first plaintiff: $3,000 for funeral expenses; $6,500 for loss of expectation of life and $125,000 for lost years;

(2) to the second plaintiff: $600 for the loss of the use of the car;